



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Gail Reinfeld, (954) 797-1020

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO PARTICIPATE IN THE BROWARD EMPLOYMENT AND TRAINING ADMINISTRATION SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM.

REPORT IN BRIEF: The Broward Employment and Training Administration (BETA) is a governmental consortium that develops employment and conducts training programs in Broward County, Florida. BETA facilitates meaningful employment for economically disadvantaged youth between the ages of fourteen and twenty-one which will lead to enhanced self-sufficiency. Approval of this resolution will initiate the process to retain summer employees through BETA from June through August 2000. All employees who are hired through the program will have their wages paid by BETA.

PREVIOUS ACTIONS: Previously authorized by Town Council by R98-165 on May 6, 1998, R97-200 on June 4, 1997, R94-125 on May 4, 1994, R93-025 on February 3, 1993, R92-090 on May 6, 1992, R90-130 on May 16, 1990 and R89-122 on May 3, 1989.

CONCURRENCES: Not Applicable

FISCAL IMPACT:

Has request been budgeted? Not Applicable

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution and SYETP Agreement No. 00-IIB-8632-SYETP-24

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO PARTICIPATE IN THE BROWARD EMPLOYMENT AND TRAINING ADMINISTRATION SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM.

WHEREAS, the Broward Employment and Training Administration is a governmental consortium created to conduct employment and training programs in Broward County, Florida; and

WHEREAS, the elected officials comprising the Broward Employment and Training Administration are desirous of providing job training which will lead to enhanced self-sufficiency; and

WHEREAS, the Broward Employment and Training Administration and the Town of Davie desire to provide meaningful employment for economically disadvantaged youth between the ages of fourteen and twenty-one.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Town to participate in the Broward Employment and Training Administration Summer Youth Employment and Training Program.

SECTION 2. The Town Council of Davie hereby authorizes the Mayor to execute the attached agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2000

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2000.

AGREEMENT NO. 00-IIB-0521-SYETP-24

This AGREEMENT, entered into this ____ day of _____, 2000, by and between the Broward Employment and Training Administration, a consortium of the Cities of Fort Lauderdale and Hollywood, and Broward County, existing under and by virtue of the laws of the state of Florida as a Council of Governments, having its principal offices at 3800 Inverrary Boulevard, Suite 400, Lauderhill, Florida 33319 and the Town of Davie, hereinafter referred to as CONTRACTOR existing under and by virtue of the laws of the State of Florida as a governmental entity having its principal office at 6591 Orange Drive, Davie, FL 33314, to begin June 19, 2000, and to be completed by August 25, 2000, in accordance with Article 2, Section 208.

WITNESSETH THAT

WHEREAS, the Broward Employment and Training Administration has entered into an Agreement with the Governor of the state of Florida and the United States Department of Labor for a grant for the execution and implementation of youth program services; AND

WHEREAS, the Broward Employment and Training Administration and CONTRACTOR are desirous of providing meaningful employment for economically disadvantaged youths, ages fourteen (14) through twenty-one (21), AND

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree and understand as follows:

ARTICLE I

AGREEMENT PURPOSE AND DEFINITIONS

100. PURPOSE

It is the purpose of this Agreement to state the covenants and conditions under which BETA and the Contractor will implement and provide training and employment services, specifically summer work experience opportunities to eligible youths as described herein, to be funded under the guidelines of WIA, and under the contracting powers of BETA.

101. DEFINITIONS

- 101.1 "BETA" shall mean the Broward Employment and Training Administration.
- 101.2 "BWDB/WAGES Coalition" shall mean the Broward Workforce Development Board/WAGES Coalition.
- 101.3 "Collective Bargaining Agents" shall mean a union or union representatives.
- 101.4 "Contractor" shall mean the participating governmental unit or nonprofit agency.
- 101.5 "DOL" shall mean the United States Department of Labor.
- 101.6 "Economically Disadvantaged" shall mean that income level as determined by the Governor and/or DOL as being below the poverty guidelines.
- 101.7 "Job Order" shall mean the Summer Youth Program JOB ORDER form (and attachments) used as an application for requesting work sites/job slots for SYETP participants and which is incorporated into and made a part of this Agreement.
- 101.8 "Job Site/Worksite" shall mean the physical location and the department of the participating Contractor to which the youth has been assigned.
- 101.9 "Labor Union Concurrence" shall mean a union's consent to SYETP placements.
- 101.10 "Participant" shall mean a WIA eligible youth referred, by BETA its agents or designees which for purposes of this Agreement shall be the Urban League of Broward County for placement, to a Contractor and who is fourteen (14) through twenty-one (21) years of age.
- 101.11 "Program" shall mean the activities and services to be provided by the Contractor under this Agreement.

- 101.12 "SYETP" shall mean Summer Youth Employment and Training Program.
- 101.13 "Urban League" shall mean the agency selected by the BETA Council and the BWDB/WAGES Coalition to be responsible for the development of summer worksites, eligibility determination of the youths, assignment of the youths to the worksites, and collection and verification of participant timesheets and payroll.
- 101.14 "WIA" shall mean the Workforce Investment Act of 1998.
- 101.15 "Worksite Aide" shall mean a youth who is eighteen (18) through twenty-one (21) years of age and who serves as an aide to the worksite supervisor or who performs as an administrative aide as directed by BETA or its agents or designees.
- 101.16 "Worksite Supervisor" shall mean Contractor's personnel designated by Contractor to provide continuous on-site supervision and direction to SYETP participants at Contractor's worksite(s) and who will be responsible for verifying SYETP participants' time sheets.
- 101.17 "Youth" shall mean a person who is fourteen (14) through twenty-one (21) years of age.
- 101.18 "Youth Worksite Assistant" shall mean an Urban League/SYETP staff person who shall serve as a liaison.

END OF ARTICLE I

ARTICLE II
PROGRAM OPERATIONS

200. PROGRAM

- 200.1 The program to be provided shall be a work experience, wherein a youth referred to Contractor by the Urban League of Broward County, is given job functions to perform under the guidance and leadership of the Contractor in accordance with the WIA regulations.
- 200.2 The Urban League of Broward County shall be responsible for participant eligibility certification and recruitment. The Urban League of Broward County shall assess each participant to determine their suitability for Contractor's program.

201. RESPONSIBILITIES OF CONTRACTOR

- 201.1 Contractor shall supervise all participants at the job sites and may require participants' conformance with the Contractor's personnel rules.
- 201.2 Contractor shall plan and direct participant work activities in accordance with the applicable Federal and State Child Labor Law Acts, rules and regulations, and other applicable state and local laws.
- 201.3 Contractor shall direct participant(s) work activities in accordance with their job order(s) and/or job description(s), which are hereby incorporated by reference and made a part of this Agreement.
- 201.4 Contractor shall comply with WIA and the regulations promulgated thereunder especially as they relate to Youth.
- 201.5 Contractor shall ensure that all of the Contractor's personnel, including any alternate staff, who will be involved in supervising the Summer Youth Employment and Training Program participants shall attend the SYETP Worksite supervisor's Training Meeting conducted by the Urban League of Broward County, which will be held during the months of May and June.

- 201.6 Contractor shall allow their work site supervisors time off upon the Urban League of Broward County's written request so that they may attend the Worksite Supervisor's Orientation Workshops.
- 201.7 Contractor shall orient and train their Worksite Supervisory personnel directly responsible for the supervision of SYETP participants, as to the Contractor's responsibilities and obligations under this Agreement by providing each worksite supervisor with a copy of this Agreement, as well as a copy of the worksite Supervisors Handbook, and assuring the availability and review of the training handbook and materials with any assigned alternate supervisors.
- 201.8 Contract shall immediately notify the Urban League of Broward County of any temporary and/or ongoing changes in the designation of personnel who will be supervising the youth.
- 201.9 Contractor shall be accountable for maintaining SYETP participant time sheets by keeping accurate work time attendance rosters and timesheets, recording time in segments of fifteen minutes, assuring and supervising the proper completion of SYETP participant time sheets consistent with instructions furnished by BETA and/or the Urban League of Broward County and certifying/signing participant time sheets if all the prior requirements are met.
- 201.10 Contractor shall not require participants to work more than the hours reflected in the Job Order and in no event may hours worked exceed thirty (30) hours per week unless expressly authorized in writing by BETA. BETA shall be responsible for participants' wages only up to 30 hours a week. Participants shall only be paid for time actually worked. BETA will not pay for time not worked, overtime, holidays, vacation, sick or other leave or time off from the job. Contractor shall be responsible for any wages due participants beyond thirty (30) hours a week, including wages due for any over-time worked by participants under Contractor's supervision, as well as for wages due and/or paid for holidays, vacation, sick or other leave or time off from the job.

- 201.11 Contractor agrees not to knowingly refer for eligibility determination any youths who have a wife, husband, son, daughter, mother, father, brother, brother-in-law, aunt, uncle, niece, nephew, stepparent, or stepchild who are employed in an administrative capacity for the Contractor, BETA, the Urban League, or another of BETA's Contractors.
- 201.12 If Contractor is a not for profit entity Contractor warrants that no youth will be involved in a work experience activity that contributes or could be expected to contribute to additional sales or income of the Contractor or which will otherwise result in the subsidization of wages for the Contractor's organization. In the event that the Contractor unknowingly realizes income, such income shall be payable to BETA.
- 201.13 Contractor assures that all sites where participants will be assigned have the capability and facilities to provide services to summer youth in a sanitary and safe environment.
- 201.14 Contractor's worksite shall conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, developing positive work habits, working conditions, and attire.
- 201.15 Contractor shall assure it will have supervisory personnel who will act as worksite supervisors for each of the Contractor's worksites so as to provide for continuous on-site supervision of participants.
- 201.16 Contractor shall allow BETA, its designated representative or the Urban League of Broward County to visit Contractor's training sites for the purpose of monitoring Contractor's operations to ensure compliance with this Agreement or Amendment hereto .
- 201.17 The Contractor shall allow BETA, its designated representative or the Urban League of Broward County to conduct on-site evaluations of participants for the purpose of monitoring participants' work activities in accordance with their training plan/job order(s) and/or job description(s).
- 201.18 Contractor understands that the program it is operating is a single site work experience program, which means that all job sites at which youth are to be located must be part of the Contractor's organization. Under no circumstances shall a participant be placed at a site other than Contractor's designated worksite, unless prior written permission is granted by the Urban League of Broward County for outstationing, and in such instances, under no circumstances shall the outstationing site be a private-for-profit agency.

- 201.19 Contractor shall maintain according to sound management procedures, records and files, containing, but not limited to, time sheets, attendance records, supervisor assignments, and personnel changes, relating to the Contractor's operation of the SYETP program.
- 201.20 Contractor shall make original and/or certified copies of any reports, plans, surveys, information, documents, maps, or other data produced or developed by Contractor in execution of the project covered by this Agreement, available to BETA, the Governor of the State of Florida, the Comptroller General of the United States, and/or the Department of Labor (DOL), at any time upon reasonable notice, for the purpose of program audit, examination, excerpts and transcripts, even though the Contractor may at the time of the request no longer be operating programs for BETA.
- 201.21 Contractor shall keep copies of all records pertaining to the operation of this Agreement and any Amendment hereto for five (5) years following the expiration of this Agreement.
- 201.22 Contractor, is an agency as defined in Chapter 768.28, Florida Statutes. Contractor agrees to be fully responsible to the limits set forth in Section 768.28, Florida Statutes, for acts of negligence of its agents or employees when acting within the scope of their employment or agency, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes for any damages caused by said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 201.23 Contractor shall cooperate with the Urban League in making youth available for SYETP Vocational Skills/Life Skills Orientations.
- 201.24 Contractor shall inform BETA and the Urban League of Broward County SYETP staff immediately should an accident or injury occur at the job site, affecting or involving a participant.
- 201.25 Contractor shall notify SYETP staff of any problem concerning participant's performance at a worksite.
- 201.26 Contractor understands and agrees that no qualified disabled individual shall be on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under this SYETP program.

201.27 Contractor shall provide insurance coverage for participants under the Contractor's general or public liability insurance policy, or if the Contractor is self-insured to indemnify BETA against third party claims involving participants under this Agreement.

201.28 Contractor Assurance

To assure maintenance of effort the program funded by this Agreement:

- (a) Shall result in an increase in employment and training opportunities over those which would otherwise be available.
- (b) Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Agreement, including partial displacement such as a reduction in the hours of non overtime work, wages or employment benefits.
- (c) Shall not impair current contracts for services or collective bargaining Agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Contractor.
- (d) Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.

201.29 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement:

- (a) when any other individual is on lay-off from the same or any substantially equivalent job; or
- (b) when the employer/Contractor has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by the WIA or paid for with WIA funds.

201.30 Compliance with Laws, NonDiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

- a. Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations, in performing its duties, responsibilities and obligations pursuant to this Agreement.
- b. Contractor shall comply with the prohibitions against discrimination in, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, in Title IX of the Education Amendments of 1972, and under Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this Agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of Section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.
- c. Contractor shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by BETA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- d. Contractor's decisions regarding delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

- e. Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

202 ADDITIONAL RESPONSIBILITIES

- 202.1 The Urban League of Broward County as BETA's youth services provider, shall assist the job site supervisor in resolving any problems concerning the youths' performance on the job by responding to the Contractor's notice as per Section 201.25 above.
- 202.2 The Urban League of Broward County shall hear all grievances concerning program participants' performance at the job site.
- 202.3 BETA shall be responsible for participants' wages.
- 202.4 BETA shall provide Workers' compensation for all Summer Youth Employment and Training Program (SYETP) participants.
- 202.5 The Urban League of Broward County shall provide counseling and supportive services to SYETP participants as needed.
- 202.6 The Urban league of Broward County shall be responsible for picking up participant time sheets and distributing participant paychecks dependent on Contractor's submission of properly certified time sheets.

203 MONITORING

Contractor shall allow BETA, the Urban League of Broward County, the Governor of the State of Florida, or any of its agents, and the DOL to visit Contractor's work sites, and monitor, report problems, require corrective action within specified time periods or close work sites without prior notice other than a written notification to be delivered to the Contractor at the time of the closing of the work sites.

204 NOTICE

- 204.1 Other than as provided herein, notice required to be given to BETA under this Agreement, shall be sufficient when hand delivered or mailed to BETA at its office at 3800 Inverrary Boulevard, Suite 400, Lauderhill, Florida 33319.

204.2 All notices required to be given to the Contractor under this Agreement shall be sufficient when hand delivered or mailed to Contractor at its office located at the address identified in paragraph one, page one, of this Agreement.

205 TERMINATION

205.1 This Agreement may be terminated as follows:

- a. BETA or the Contractor may terminate this Agreement for convenience upon fifteen (15) days prior written notice to the other party.
- b. BETA and/or the Urban League of Broward County may transfer or terminate participants at any time without written notice to the Contractor whereupon termination shall become effective immediately.
- c. BETA may terminate this Agreement immediately upon twenty-four (24) hours written notice to the Contractor in the event that BETA's funding source cease to provide the grants under which the program or services to be provided under the contract is funded, or that the Grant under which this program is funded is terminated.
- d. BETA may terminate this Agreement at any time that the BETA authorized representative, who shall be the BETA Executive Director determines that:
 1. Contractor has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto; or
 2. Contractor has failed to perform in whole or in part under this Agreement or has failed to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by BETA and/or the Urban League of Broward County.
- e. This Agreement shall be automatically terminated in the event that the Urban League of Broward County is unable to, or does not refer eligible and/or suitable participants to Contractor's program.

206 INTERGRATION

206.1 The following documents are hereby incorporated into and made a part of this Agreement:

- a. Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- b. WIA Rules and Regulations
- c. Summer Youth Employment and Training Program Worksite Supervisor's Handbook.
- d. Completed Job Orders/Training Plans to be incorporated into this Agreement.

Items a and b are public laws, items c and d are available from BETA.

207 PROHIBITED ACTIVITIES

207.1 Contractor shall comply with the federal Hatch Act and WIA Regulations which prohibit political activities under any WIA programs. Participants are prohibited from engaging in any political activity during hours paid for with WIA funds. Nor may any participant engaging in political activity represent himself or herself as a spokesperson of any WIA program.

207.2 WIA funded programs and activities may not be used to support any religious or anti-religious activity. WIA participants may not perform functions which provide direct religious education services.

208 AGREEMENT TERM

208.1 This Agreement shall begin on the date that it is signed by the parties and shall end on the date the last child referred completes the period of participation in accordance with their employment plan.

208.2 Youth participation may vary from 6 – 10 weeks dependent upon fund availability.

208.3 Contractor agrees to coordinate with BETA's designee the Urban League in order to confirm youth start and end dates and to assure youth do not remain in training beyond their training plan dates.

END OF ARTICLE II

ARTICLE III

300 CONTRACTOR OBLIGATIONS TO ADHERE TO PUBLIC ENTITY CRIMES POLICY

Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted list for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount of \$15,000 as provided in section 287.017, Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list.

END OF ARTICLE III

ARTICLE IV

400 MISCELLANEOUS:

400.1 The following documents as appropriate shall be attached as Exhibits A-E and are incorporated herein by reference:

- a. Exhibit A - Certification Regarding Lobbying
- b. Exhibit B - Public Entities Crimes Form
- c. Exhibit C - Vendor Information/Taxpayer Identification Verification Form
- d. Exhibit D - Certification Regarding Debarment
- e. Exhibit E - Insurance Certificate

400.2 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, BETA and the Contractor hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of the Project.

400.3 This Agreement incorporates and includes all prior negotiations correspondence, conversations Agreements, and understandings applicable to the matter contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement.

END OF ARTICLE IV

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

THE TOWN OF DAVIE signing by and through its _____, following Board action on the ____ day of _____, 2000, and the Broward Employment and Training Administration signing by and through its Executive Director, following Board Action on the 27th day of April, 2000.

AS TO TOWN OF DAVIE

WITNESSED BY:

_____ L.S.	BY: _____
_____ L.S.	(Signature)
	NAME: _____
	TITLE: _____
	DATE: _____

AS TO THE BROWARD EMPLOYMENT AND TRAINING ADMINISTRATION

WITNESSED BY:

_____ L.S.	BY: _____
_____ L.S.	(Signature)
	Mason C. Jackson
	TITLE: Executive Director
	DATE: _____

Approved as to form by the Office of the
County Attorney for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center
115 South Andrews Avenue
Ft. Lauderdale, FL 33301

BY: _____
Rochelle J. Daniels
Assistant County Attorney